

Maintenance Policy

1. Purpose

The purpose of this policy is to set out Jubilee Housing's approach to managing the maintenance of its properties.

2. Scope

This policy applies to all long-term rental properties owned or managed by Jubilee Housing.

3. Guiding Principles

In applying this policy Jubilee Housing will ensure:

- all properties are safe, secure and maintained in good repair and fit for use;
- delivery of effective, timely and good quality maintenance;
- long-term viability of its housing assets;
- compliance with the Residential Tenancies Act 1997 (Vic) and regulations as they relate to maintenance, repairs and minimum standards;
- compliance with the Charter of Human Rights and Responsibilities 2006 (Vic) by following procedures that consider human rights as outlined in the Charter;
- a commitment to respond to matters that may be family violence related, that is trauma informed and promotes the wellbeing and safety of renters and their families; and
- all other legal, regulatory and contractual duties are met.

4. Minimum Rental Standards

The Residential Tenancies Act 1997 (Vic) and the Residential Tenancies Regulations 2021 (schedule 4) outline the minimum standards for rental properties in Victoria. The standards can be found here http://classic.austlii.edu.au/au/legis/vic/num_reg/rtr2021n3o2021397/sch4.html and cover the following areas:

- locks;
- bins;
- toilets;
- bathroom facilities;
- kitchen facilities;
- laundry facilities;
- structural soundness;
- mould and dampness
- electrical safety;
- windows and window coverings;
- lighting;
- ventilation; and
- heating.

5. Jubilee Housing Responsibility

Jubilee Housing is committed to providing and maintaining its properties in a good state of repair. All maintenance activities carried out on Jubilee Housing property assets are undertaken in compliance with the Residential Tenancies Act 1997 (Vic) and/or any other relevant legislation and standards and are performed to protect the value of the assets and maximise the useful life of properties.

In line with this commitment, Jubilee Housing will:

- ensure the premises are in a reasonably clean condition prior to a rental agreement commencing;
- provide renters with a written statement setting out the rights and duties of Jubilee Housing and the renter under a rental agreement;
- ensure all renters are provided with the following information at the start of a residential rental agreement:
 - what are urgent and responsive repairs
 - how to request repairs
 - how to provide feedback regarding the standard of repairs
- inspect the property every 12 months to monitor the condition of the property and ensure it is being maintained to an acceptable standard and to identify any maintenance and/or repairs;
- engage appropriately skilled tradespeople to undertake repairs and maintenance to ensure all properties are maintained to a high standard;
- undertake responsive and cyclical maintenance and have a flexible program of upgrades that can take advantage of vacancies;
- not seek to recover repair charges for fair wear and tear that occurs to the premises as per the definition of the RTA; and
- seek to recover repair charges from renters for damages caused by household members or a visitor (see *Response to Property Damage/ Neglect/ Health & Safety Concerns Practice Guide*).

Jubilee Housing is unable to arrange for repairs to a renter's personal items such as a fridge, TV, or washing machine.

6. Renter Responsibility

Renters are responsible for looking after their home by:

- maintaining the property in a safe and clean condition;
- looking after the internal and private external areas of the property;
- replacing light bulbs;
- pest control;
- maintaining grassed areas;
- tidying the garden and paths;
- disposing of rubbish appropriately;
- avoiding damage to the property;
- reporting all property damage and defects to Jubilee Housing for action;
- keeping appointments with Jubilee Housing and its contractors, and allowing access to the property by Jubilee Housing and its contractors; and
- obtaining Jubilee Housing's consent before installing fixtures in the property.

Where damage to the property is caused by renters or their visitors, Jubilee Housing may seek to recover the costs of the repair (see *Response to Property Damage/ Neglect/ Health & Safety Concerns Practice Guide*)

During maintenance works, renters have further responsibility to:

- give contractors the necessary access and freedom to do their work so it can be completed in the shortest possible time;
- keep appointments with contractors. If a contractor is delayed, allow a reasonable time for them to arrive;
- restrain or pen animals or pets if they are a risk to health and safety or liable to escape from the property or if requested by the contractor;
- empty kitchen and bathroom cupboards if the nature of the work requires it, and/or if asked to do so by the contractor;
- move ornaments, paintings, clothing and other personal and small item fixtures. The contractor will assist with moving furniture, appliances and other large items;
- contact Jubilee Housing if they require more information or assistance with moving and securing possessions during maintenance works;
- respect the rights of others, including contractors, consultants and Jubilee Housing staff to feel safe. If there is real or likely damage to a contractor's property or threatening behaviour by renters or pets, contractors will gather their equipment and leave the property and immediately notify Jubilee Housing;
- refer any concerns about the standard of workmanship to Jubilee Housing and not the contractor; and
- contact Jubilee Housing if seeking a change to the scope of work. Maintenance work is determined by Jubilee Housing and cannot be altered by contractors.

7. Contractor Responsibilities

Jubilee Housing requires contractors performing works on Jubilee Housing properties to:

- hold and maintain all necessary public liability, property damage and public risk insurance;
- be appropriately trained, and hold current licences, permits, certificates, registrations and qualifications for activities they perform and any plant and equipment they operate to complete works;
- comply with or ensure that there is compliance with all permits, approvals and all requirements of local councils or other authorities;
- carry out works in a proper and workmanlike manner; with the professional skill, care and diligence expected of a competent and experienced contractor;
- complete works within the times specified; and
- complete works so that the works and any materials used are fit for purpose, achieve their purpose and comply with all laws.

Contractors are required to make up to two attempts to contact and arrange with the renter to carry out the maintenance work on the property. Contractors are required to leave a calling card at the property if their attempts to gain access to the property are unsuccessful.

Jubilee Housing also requires contractors performing works to act respectfully toward renters, their families and neighbours and abide by Jubilee Housing's *Safe Code of Conduct* and *Child Safe Policy and Statement of Commitment*. If renters are concerned about maintenance and repairs works at their property or the behaviour of Jubilee Housing contractors, they can contact the Housing Manager (housing.manager@jubileehousing.com.au) Renters can raise concerns if contractors have not:

- completed or carried out works in a timely way;
- carried out works to the required standard; or
- followed the relevant Codes of Conduct.

8. Responsive Maintenance

Responsive maintenance consists of day-to-day maintenance and includes repairs required to return an item to working condition. Renters are encouraged to report any repairs and maintenance to Jubilee Housing as soon as possible and have a responsibility to allow access to the property for completing the required work.

Where repairs and maintenance result from fair wear and tear, Jubilee Housing will complete the works as per the *Residential Tenancies Act 1997* (RTA). Where repairs are required due to renter damage, Jubilee Housing may seek reimbursement from renter (see *Policy Manual Standard 3.1 Responsive Maintenance and Repairs/ Damages Caused by Tenants* standard and *Hardship* policy)

9. Urgent Repairs

Urgent repairs are defined by law and must be fixed within 24 hours of notification. Urgent repairs make a property unsafe or difficult to live in.

The list of urgent repairs can be found on the consumer affairs website here:

<https://www.consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/repairs/repairs-in-rental-properties>

In some instances, full completion of urgent repairs may not be completed within the time frame. For example, a broken window may be boarded up, so that the property is made safe. The replacement of the window glass will then be undertaken as a separate non urgent repair.

10. Reporting Responsive or Urgent Maintenance

Reporting responsive maintenance

Responsive maintenance should always be reported directly to Jubilee Housing during office hours, 9am to 5pm, by contacting the Housing Manager on 0488 918 603.

Reporting an urgent repair

Urgent repairs during office hours, 9am to 5pm, are to be reported directly to the Housing Manager on 0488 918 603. After hours this same phone number is to be used, it is manned by Valley Maintenance anytime outside of office hours.

11. Cyclical Maintenance

Cyclical maintenance refers to regular, scheduled maintenance that will assist in extending the life of a fixture or building element. Cyclical maintenance can also include maintenance of any safety feature, in line with building codes or safety standards such as:

- electrical safety checks every 2 years;
- gas safety checks every 2 years; and
- smoke alarm testing annually.

13. Capital Maintenance

Capital maintenance is non urgent work that is usually and improvement to the property. These works are large scale works that are delivered on a schedule, frequently have an extended wait time, and may typically include the following:

- internal or external painting;
- full or part replacement of floor coverings;
- upgrades to kitchens or bathrooms;
- major window and other carpentry works;
- re-stumping;
- re-roofing; and/or
- aids, adaptations and disability modifications.

When scheduled work is programmed, Jubilee Housing will contact affected renters to advise them that their properties have been included in the works program. Jubilee Housing takes all reasonable steps to meet any special renter requirements and to resolve any renter issues relating to scheduled works.

14. Vacated Maintenance

Vacated maintenance is completed to ensure that properties are clean, secure, and safe prior to re-letting. Where that are any damages or works required that are not fair wear and tear, the renter may be responsible for completing the works prior to vacating. Where the renter does not complete these works Jubilee Housing may make application to the Victorian Civil and Administrative Tribunal (VCAT) or via the Residential Tenancies Bond Authority (RTBA) for compensation.

15. Modifications

Changes to the RTA allow renters to make the following modifications without Jubilee Housings consent and at the renter's expense:

- adding picture hooks
- wireless doorbells
- letterbox locks
- security lights, alarm systems and security cameras that are not hard wired

A full list of modifications that can be made without consent is available on the [Consumer Affairs Website](#)

When a renter vacates the property, the changes must be reversed or the cost to do this may be charged back to the renter.

For renters with disability and/or accessibility needs, please contact the Housing Manger for more information.

16. Related policies

Response to Property Damage/ Neglect/ Health & Safety Concerns Practice Guide

Safe Code of Conduct

Responsive Maintenance and Repairs/ Damages Caused by Tenants Standard

Hardship policy

17. Legislation and standards

This policy implements Jubilee Housing's] obligations under:

- *Residential Tenancies Act 1997* (Vic)
- *Housing Act 1983* (Vic)
- *Charter of Human Rights and Responsibilities Act 2006* (Vic)
- Performance Standards for Registered Housing Agencies

18. Transparency and accessibility

This policy will be available on the Jubilee Housing website www.Jubilee Housing.org.au/policy

19. Definitions

In this policy:

Rental Agreement	Lease under the <i>Residential Tenancies Act 1997</i> , which sets out the rights and duties of the renter/s and the rental provider.
Residential Tenancies Act (RTA)	The Residential Tenancies Act 1997 (Vic). The principal legislation governing rental housing in Victoria.
Residential Tenancies Bond Authority (RTBA)	The Residential Tenancies Bond Authority holds all Victorian bonds in trust.
VCAT	Victorian Civil & Administrative Tribunal. A legal institution set up to administer several Acts. For residential tenancies, the Tribunal administers the Residential Tenancies Act 1997